

**Iowa Department of Natural Resources
Environmental Protection Commission**

ITEM

9

DECISION

TOPIC

Contracts – Archeological and/or Architectural History Services – State Revolving Fund

Recommendation:

The Department requests Commission approval of contracts with the following firms:

- Wapsi Valley Archaeology, Inc. (archeology and architectural history)
- The Louis Berger Group, Inc. (archeology and architectural history)
- The 106 Group, Ltd. (architectural history)
- Office of State Archeology, University of Iowa (archeology and architectural history)
- Marina Consulting Corp. (archeology)

Purpose:

The purpose of the contracts is to provide archeological and/or architectural history services relating to State Revolving Fund-financed water supply and wastewater construction projects. DNR intends to execute contracts with these service providers on a retainer basis. As the need for specific archeological and/or architectural history investigations is identified, the DNR will solicit bid proposals from the selected contractors for the specific scope of work. The DNR will then select the most appropriate bid proposal and will execute an addendum to the contract with the selected contractor to provide the specific services. This will speed the process of contracting for these services which are often time-sensitive.

Background:

Drinking water and wastewater construction projects funded by the SRF are considered federal undertakings. Each project must either have a Categorical Exclusion (CX) or must demonstrate a Finding of No Significant Impact (FNSI), which must include documentation of the process of determining potential impacts on natural and cultural resources. Previously, the applicant was responsible to contract and pay for archeological and/or architectural history services.

Since 2006, the DNR's Environmental Review Specialist has been assisting SRF applicants by determining and issuing CXs, seeking clearances from consulting parties, contracting for archeological and/or architectural history investigations, preparing documentation for the State Historic Preservation Office, compiling the Environmental Information Documents, and issuing FNSIs.

DNR sends a questionnaire to applicants once the environmental review process is completed, asking for ratings of and comments on the services provided. Here is a typical comment from a city staff member: “The Environmental Review Services made a seemingly convoluted process as streamlined as such a process could be. Thank you for all your assistance. It would not have been possible without you. Great customer service!”

Funding Source:

Funding for these contracts will come from the administrative accounts of the Clean Water SRF and Drinking Water SRF programs. DNR may contract for Phase IA Survey or Phase I Survey archeological services and/or Reconnaissance Survey architectural history services as needed for specific applicant projects. If additional investigation or effort is required beyond those survey levels aforementioned, the cost and procurement of these surveys will be the responsibility of the SRF applicant.

In the period since DNR has begun paying for these services, a total of \$236,118 has been awarded for contracts. These costs are associated with SRF loans totaling \$207 million.

DNR has projected that up to 100 investigations may be needed over the term of the contracts at an estimated total cost of \$300,000. The contracts are written to provide a not-to-exceed amount per firm of up to \$60,000 in order to give DNR flexibility in choosing the appropriate contractor for each work effort, but the contracts do not constitute a commitment by DNR to award any contract addenda.

Consulting Firm Selection Process:

A selection committee of DNR staff, advised by staff from the State Historic Preservation Office, chose the contractors based on their experience working in Iowa, the firms’ qualifications, their ability to complete assignments on time, their cost proposals, and their ability to provide both archeological and architectural history services.

Scope of Work:

For an outline of the **scope of work**, see the attached, 09-7121/7154-XX Contract. The scope of work for all of the contracts is identical.

Patricia Cale-Finnegan, Executive Officer
Water Quality Bureau
Environmental Services Division

February 20, 2009



CONTRACT NO. 09-7121/7154-xx

BETWEEN

IOWA DEPARTMENT OF NATURAL RESOURCES

AND

(CONTRACTOR)

This Contract for archeological and/or architectural history services between the Iowa Department of Natural Resources and (Contractor) is entered into pursuant to Iowa Code Chapter 8A (2007). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES

1.1 The Iowa Department of Natural Resources ("Department") is authorized to enter into this Contract. Department's address is Iowa Department of Natural Resources, 401 SW 7th Street, Suite M, Des Moines, IA 50309.

1.2 (Contractor's Name) ("Contractor") is a State-based for-profit corporation, and is authorized to do business in the state of Iowa. The Contractor's address is: (Address). Principal contact is (Contact Name).

SECTION 2. PURPOSE

The parties have entered into this Contract for the purpose of defining the relationship between the DNR and the Contractor. The DNR provides environmental review services for cities and public water supplies that finance projects through the State Revolving Fund (SRF) programs. The purpose of this Contract to define the roles and responsibilities of the parties in the Contractor's provision of archeological and/or architectural history services relating to SRF-financed water supply and wastewater construction projects. DNR is executing Contracts with Contractor and several other selected contractors to retain them to provide such services when called upon during the Contract term. As the DNR identifies a need for archeological and/or architectural history investigations for its SRF programs, the DNR will solicit Bid Proposals from Contractor and the other selected contractors to provide services with a specific scope of work. The DNR will then select the most appropriate Bid Proposal using criteria established in this Contract and will execute an addendum to the Contract with the selected contractor to provide the specific services.

SECTION 3. DURATION OF CONTRACT

The term of this Contract shall be April 1, 2009 through June 30, 2011, unless terminated earlier in accordance with the Termination section of this Contract. This contract may be renewed for up to two (2) two-year extensions at the sole discretion of the DNR.

SECTION 4. DEFINITIONS

The following words shall be defined as set forth below:

Area of Potential Effect (APE) means the geographic area(s) that are potentially impacted by the project potentially causing changes in the National Register eligibility of any Historic Properties present. This includes indirect effects as well as direct effects from construction.

Bid Proposal means the selected contractor's response to DNR's solicitation for services made pursuant to this Contract related to a specific scope of work.

Contract Addendum means the document outlining the specific work to be assigned and completed by a selected contractor.

Contract means all parts of this Contract including, without limitation and by way of example, the first portion of the Contract and the exhibits, attachments, and addenda to the Contract.

Contractor's Response to the RFP means the proposal the Contractor submitted pursuant to the RFP.

ER Specialist means an Environmental Review Specialist working with the State Revolving Fund Program.

Historic Context means a unit created for planning purposes that groups information about Historic Properties based on a shared theme, specific time period and geographical area.

Historic Property means a district, site, building, structure or object significant in American history, architecture, engineering, archeology or culture at the national, state, or local level.

Phase I Survey means a systematic, detailed examination of an area designed to gather information about Historic Properties sufficient to evaluate them against predetermined criteria of significance within specific Historic Contexts.

Phase IA Survey means an examination of all or part of an area accomplished in sufficient detail to make generalizations about the types and distributions of Historic Properties that may be present.

Principal Investigator means a representative or employee of the vendor with sufficient experience and education to meet the Secretary of the Interior's Professional Qualifications Standards for Archeology and/or Architectural History. The Principal Investigator is the individual bearing primary responsibility for all essential aspects of the work being carried out, including technical aspects and completion of survey work.

Reconnaissance Survey means a systematic examination of the APE, including both field work and background research, for the purposes of identifying previously unrecorded properties that may be eligible for listing in the National Register of Historic Places (Register), updating the existing Iowa Site Inventory files on properties within the APE as necessary, identifying which properties within the APE should be additionally evaluated, estimating the anticipated degree and type of impact of the proposed project upon Register listed, eligible and potentially-eligible properties within the APE, and recommending possible mitigation measures to reduce or negate any projected adverse effects of the proposed project upon those properties. Iowa Site Inventory forms will be filled out by the Principal Investigator as appropriate and included as part of the final report.

RFP means all parts of Request for Proposals No. 09-7121/7154-02.

Selected Contractors means the firms with which DNR has entered into a retainer contract for archeological and architectural history services.

SHPO means the Iowa State Historic Preservation Officer.

Solicitation means DNR's request for bid proposals related to a specific scope of work, with the intent of awarding a Contract Addendum to the successful bidder.

Subcontractor means a firm with which Contractor will partner in order to provide architectural history services. Subcontractors provided for in the Contractor's Proposal to the RFP shall be approved Subcontractors, as provided for in Section 14.9 of this Contract. Subcontractors may also be submitted as part of a Bid Proposal, as defined in this Section and provided for in Section 5.6 of this Contract.

Viewshed means the geographical area in which a proposed project would be visible from ground level.

SECTION 5. SCOPE OF SERVICES

5.1 Introduction. SRF programs finance 40-50 drinking water or wastewater construction projects each year. The DNR is contracting with several qualified consultants to complete necessary archeological and/or architectural history investigations for these projects. In the past, projects have varied in size from less than an acre to more than 30 acres with an average of approximately 10 acres in area. Most projects require archeological investigations only; however a few projects require architectural history services only, or a combination of both services.

For each project, DNR's ER Specialist will determine the necessity for archeological and/or architectural history investigation, based on the type and location of project and/or SHPO recommendations. Upon determining that services are required, the ERS Coordinator will develop the specific scope of work and desired timeframe and will solicit bid proposals from the Contractor, and other selected consultants with whom the DNR may have entered into similar agreements, to conduct the required work. Information in the Bid Proposal shall include the personnel to complete the specific work, the completion date, and the cost. Each survey requires a Principal Investigator; the Principal Investigator(s) must meet the United States' Secretary of the Interior's Professional Qualifications Standards for Archeology and/or Architectural History as appropriate for the work. The DNR will then enter into a Contract Addendum to this Contract with the selected consultant to provide the specific services. The Contractor shall not be entitled for compensation for such services unless an addendum providing for specific services under this Contract is executed in written form between the DNR and the Contractor.

5.2 General Scope of Work. The purposes of the consultant's investigations accomplished pursuant to a Contract Addendum to this Contract, entered into pursuant to Section 5.6 of this Contract, will be to:

- Locate, delineate, identify, inventory and evaluate properties within designated areas of effect that are eligible for listing on the National Register of Historic Places;
- Provide the DNR with pertinent information to be used for environmental review and planning purposes in advance of actual construction or development; and
- Provide the DNR with sufficient information to enable the DNR to make a determination of effect of the proposed project on any historical properties found.

5.3 Investigations. The Contractor shall comply with the following conditions in providing investigatory work pursuant to a Contract Addendum, to this Contract:

5.3.1 Archeological Investigations

The contractor will be responsible to locate archaeological sites and describe their limits as accurately as possible using minimally invasive methods and techniques. These investigations shall conform to the guidelines detailed in the most recent issue of *Guidelines for Archaeological*

Investigations in Iowa, a publication compiled by the Iowa State Historical Preservation Office. This Contract incorporates by reference this publication.

Archeological investigations contemplated under this Contract include Phase IA Surveys and Phase I Surveys. Permission from the land owner for the contractor to complete needed work will be obtained by the DNR prior to the contractor entering the property.

5.3.2 Architectural History Investigations

Architectural history investigations contemplated under this contract include Reconnaissance Surveys. Contractor will identify and photograph all man-made structures located on the project property and complete an "Iowa Site Inventory Form" on each standing structure and/or district 50 years old or older on the project property and/or within the Viewshed. These investigations will comply with the guidelines detailed in the, *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, which is incorporated by reference into this Contract.

5.4 General Scope of Services. Contractor shall maintain contact with the authorized DNR official to ensure that the investigation(s) performed pursuant to any Contract Addenda, as provided for in Section 5.6 of this Contract, are completed in a timely manner for use in environmental assessments. Contractor shall be liable for work products, reports and other activities. Contractor shall employ personnel necessary for these studies, and shall provide all services, facilities, equipment, supplies and materials required. The DNR will inform contractor of the location and nature of the proposed construction activity, the type of investigation needed, and shall furnish, when available, plans, sketches, maps, aerial photographs and other documents which describe the site for each construction project. The authorized DNR official will be responsible for scheduling all projects.

5.4.1 Archeological Investigations

The contractor shall conduct a Phase IA Survey or Phase I Survey, whichever is requested by the DNR, using minimally-invasive methods (hand auger, shovel, etc.) and according to the guidelines detailed in the *Guidelines for Archaeological Investigations in Iowa*.

5.4.2 Architectural History Investigations

The contractor shall conduct a Reconnaissance Survey according to the guidelines detailed in the, *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*. The contractor shall assume a Viewshed area of one half-mile radius from the boundaries of the project, unless otherwise specified by the authorized DNR official. If, during investigation, the contractor determines, using his/her professional judgment, that a reduced Viewshed area is appropriate given topography, density of structures, or other landscape features, the contractor will notify the authorized DNR official of the proposed Viewshed reduction. If the authorized DNR official approves, the contractor will utilize the reduced Viewshed explaining the rationale for the reduction in the final report.

5.5 Study Method. Study methods undertaken pursuant to this Contract and any Contract Addenda entered into pursuant to Section 5.6 of this Contract shall conform with either the *Guidelines for Archaeological Investigations in Iowa* for archeological surveys or the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* for architectural history surveys. If confusion arises regarding the appropriate methodology for an individual project given unusual circumstances, the contractor, in consultation with the SHPO, shall prescribe the methods to be used in the investigations; should an alteration of methods be deemed appropriate by the contractor, the contractor shall notify the authorized DNR official of said alteration prior to the completion of the final report.

5.6 Contract Addenda. If the DNR deems that an archeological or architectural history investigation is needed, the DNR will provide the specific scope of work, along with a desired timeframe for completion, to the

Contractor and all other contractors under similar agreement that the DNR determines are qualified to perform the specific scope of work. Within ten (10) calendar days of receiving notification of the needed investigation, the Contractor shall provide the DNR with a Bid Proposal that includes a detailed explanation of the study methods, the specific personnel to be assigned, a proposed completion date, any additional subcontractors not previously named in the Contractor's Response to the RFP, and a cost estimate. The DNR then may select a contractor based on the following criteria: past performance; availability; project cost; any specialized experience pertinent to the specific project; and quality of previous work provided to the DNR. The contractor chosen for the work will proceed with the investigation described when a written Contract Addendum is executed by the parties. The Contract Addendum shall include: incorporation of this Contract; description of specific services required; completion date; and a "not to exceed" cost to be paid the Contractor upon submission of a complete final report, as defined in Section 5.8 of this Contract.

In the event Contractor is unable to provide a Bid Proposal to the DNR's invitation, the Contractor shall notify the DNR within ten (10) calendar days of receiving such notification of the needed investigation of its intention not to provide a Bid Proposal. The DNR may terminate this Contract and any outstanding Contract Addenda with the Contractor in the event the Contractor fails to submit a Bid Proposal for more than 25% of all invitations it receives in any 12-month time period, unless it provides this notice.

5.7 Substitution of Contractor's Assigned Personnel. If for any reason substitution of any of the individuals specified in the Contract Addendum becomes necessary, the Contractor shall provide timely written notification to the authorized DNR official. Such written notification shall include the successor's name, and a resume' of his/her qualifications. Any substitutions shall be subject to the prior approval of the authorized DNR official. Jean Krewson, Patti Cale-Finnegan, Kate Bussanmas, Jennifer Bunton, and Gabe Lee will be designated as the authorized DNR officials. The authorized DNR officials are responsible for scheduling investigations, providing written notice to proceed and for negotiating any changes in the terms, conditions or amounts specified in the Contract(s). Any authorized DNR official may delegate all or part of their responsibilities to another DNR employee.

5.8 Reports. A final report compiled pursuant to the execution of a Contract Addendum shall be submitted not later than sixty (60) days after receiving written notification to proceed unless a longer time frame is negotiated between the authorized DNR official and the Contractor. The Contractor shall be required to submit three (3) copies of the final report to the DNR. This final report shall conform to the following:

5.8.1 Archeological Investigations

A technical report conforming to the *Guidelines for Archaeological Investigations in Iowa* shall be submitted for the results of the Phase IA Survey or Phase I Survey. This report must be a comprehensive technical report based upon the results of the work described above. Data description, including provenience in metrics, will be provided for use in support of both interpretations and conclusions. Professional quality line drawings of survey areas, site maps, features, profiles, and other figures are required to be included in the final report. DNR may include said reports in the official records of public hearings and other DNR documents, with the exclusions noted in the Code of Iowa Chapter 22, Section 7, Paragraph 20 regarding the nature and location of archeological resources.

For Phase I Surveys, recommendations must be included in the final report regarding the eligibility to be placed on the National Register of Historic Places (National Register) of each Historic Property located within the survey; recommendations will state whether any Historic Property found (a) is eligible for the National Register; (b) is not eligible for the National Register; or (c) needs additional testing before an assessment of eligibility can be made. For Phase IA Surveys, recommendations must be included in the final report regarding location(s) of specific areas where additional study would be advisable and a statement estimating the numbers and types of historic properties in the APE.

5.8.2 Architectural History Investigations

A technical report conforming to the guidelines detailed in the, *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, shall be submitted for the results of the Reconnaissance Survey. A description of the typical Historical Context of the Viewshed shall be included in the report. Recommendations must be included in the final report regarding the eligibility to be placed on the National Register of each Historic Property located within the survey. Recommendations will state whether each Historic Property found (a) is eligible for the National Register; (b) is not eligible for the National Register; or (c) needs additional research before an assessment of eligibility can be made.

5.9 Non-Exclusive Rights. This Contract is not exclusive. The DNR reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

5.10 Performance Measures. Performance shall be measured by the timely completion of work that adheres to the substantive and procedural requirements imposed herein, including the submission of the final report. In addition, the Contractor's performance shall be measured by timely and responsive bid proposals to invitations described in Section 5.6 of this Contract. In the event that the Contractor does not provide timely and responsive bid proposals to more than 25% of those invitations in any 12-month time period, the DNR may terminate this Contract according to Sections 7.2 and 7.4 of this Contract.

5.11 Monitoring Clause. In compliance with the State of Iowa Accountable Government Act, the Department shall monitor the performance of the Contractor monthly by logging any complaints regarding Contractor's performance and meeting with Contractor to address those complaints to make sure that Contractor is meeting the deliverables of the Contract and achieving the specified results. The Contractor shall be required throughout the duration of the Contract to satisfactorily provide timely maintenance services in order to meet the desired outcomes.

5.12 Review Clause. The authorized DNR official shall review the final report to ensure that it complies with the requirements of this Contract. The final report must be approved by the authorized DNR official prior to release of payment.

SECTION 6. COMPENSATION

6.1 Not to Exceed Amount. The total amount of Contract Addenda provided under this Contract shall not exceed \$60,000.

6.2 Billings. Upon completion of work described under an executed Contract Addendum, the Contractor shall submit an invoice for services rendered. The Department shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514 and applicable Administrative Code. The Department may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of the Contractor under this Contract and/or any Contract Addenda. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract and/or any Contract Addenda.

6.3 Payment Clause. Payment shall be released upon DNR approval of the received final report as detailed in this Contract and any Contract Addenda.